

Use in ALL projects (except building projects administered under General Conditions) advertised on or after September 19, 2005. (To be inserted in Boilerplate by DES-OE.)

5-1.018 GUARANTEE

GENERAL

The Contractor shall guarantee the work is in accordance with contract requirements and remains free from substantial defects in materials and workmanship for a period of one year after contract acceptance. For certain portions of the work where the Director relieves the Contractor of responsibility in accordance with Section 7-1.15, "Relief from Maintenance and Responsibility," of the Standard Specifications, the guarantee period starts on the relief date and ends one year therefrom.

2

Substantial defects in materials and workmanship means defective work objectively manifested by damaged, displaced, or missing parts or components; and workmanship resulting in improper function of materials, components, equipment, or systems, as installed or manufactured by the Contractor, subcontractor, supplier, or manufacturer.

3

During the guarantee period, the Contractor shall repair or replace contract work and associated work which is not in accordance with contract requirements or has substantial defects in materials and workmanship. The Contractor shall perform the corrective work with no expense to the Department other than State-provided field inspection services.

4

The guarantee of work excludes damage or displacement that is outside the control of the Contractor and caused by normal wear and tear, improper operation, insufficient maintenance, abuse, unauthorized modification, or natural disaster as described in Section 7-1.165, "Damage by Storm, Flood, Tsunami or Earthquake," of the Standard Specifications.

5

The Contractor shall have the same insurance coverage during corrective work operations as prior to contract acceptance, in accordance with Section 7-1.12, "Indemnification and Insurance," of the Standard Specifications.

6

The contract bonds furnished in accordance with Section 3-1.02, "Contract Bonds," of the Standard Specifications must remain in full force and effect during the guarantee period and until all corrective work is complete.

7

In the case of conflict between this guarantee provision and any warranty provision included in the contract, the warranty provision shall govern for the specific construction product or feature covered.

8**CORRECTIVE WORK**

During the guarantee period, the Department will monitor performance of the highway facilities completed by the Contractor and will perform a thorough review of the contract work at least 60 days before the expiration of the one-year guarantee.

9

If the Engineer discovers contract work not in compliance with contract requirements or that has substantial defects in materials and workmanship, at any time during the guarantee period, a list of items that require corrective work will be developed and forwarded to the Contractor. Within 15 days of receipt of a list, the Contractor shall submit to the Engineer a detailed plan for performing corrective work. The work plan shall include a start to finish schedule. It shall include a list of labor, equipment, materials, and any special services intended to be used. It shall clearly show related work including traffic control, temporary delineation, and permanent delineation.

10

The Contractor shall start the corrective and related work within 15 days of receiving notice from the Engineer that the Contractor's work plan is approved. The corrective work shall be diligently prosecuted and completed within the time allotted in the approved work plan.

11

If the Engineer determines that corrective work, covered by the guarantee, is urgently needed to prevent injury or property damage, the Engineer will give the Contractor a request to start emergency repair work and a list of items that require repair work. The Contractor shall mobilize within 24 hours and diligently perform emergency repair work on the damaged highway facilities. The Contractor shall submit a work plan within 5 days of starting emergency repair work.

12

If the Contractor fails to commence and execute, with due diligence, corrective work and related work required under the guarantee in the time allotted, the Engineer may proceed to have the work performed by State forces or other forces at the Contractor's expense. Upon demand, the Contractor shall pay all costs incurred by the Department for work performed by State forces or other forces including labor, equipment, material, and special services.

13**PAYMENT**

Full compensation for performing corrective work; and related work such as traffic control, temporary delineation, and permanent delineation, and to maintain insurance coverage and bonds, shall be considered as included in the contract prices paid for the various contract items of work and no separate payment will be made therefore.